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Section 00010 - Solicitation Contract Form

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 (b) (4)

X006 \*\*FY19 AwardNMCP Bldg 3 Helm Repairs

**FFP** 

8(a) IDIQ CONTRACT FOR DESIGN BUILD / DESIGN BID BUILD

CONSTRUCTION PROJECTS AT NORFOLK NAVAL SHIPYARD (NNSY)

PORTSMOUTH, VA AND ITS AREA OF RESPONSIBILITY

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR5746370

PSC CD: Z1DA

NET AMT (b) (4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

000101

FUND ACRN AA

**FFP** 

Funding Doc. No. N0018319RCFM049 Customer ACRN: AA

MILSTRIP: N0018319RCFM049

NET AMT

(D)

**AMOUNT** 

ACRN AA

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY

0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	10-FEB-2020	1	NAVFAC MID ATLANTIC ROBERT T. BAGGETT PWD NORFOLK NAVAL SHIPYARD BUILDING 1500 PORTSMOUTH VA 23709-5000 757-967-3588 FOB: Destination	N45808
000101	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

## **CONTRACT PAYMENT PROCEDURES**

Department of Defense Federal Acquisition Supplement Procedures, Guidance, and Information (DFARS PGI) 204.7108

https://www.acq.osd.mil/dpap/dars/pgi/pgi htm/current/PGI204 71.htm#payment instructions

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of (b) (4) for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at <a href="https://www.sam.gov">https://www.sam.gov</a>; and

- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):

## Navy Construction/ Facilities Management Invoice

- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N40085
Admin DoDAAC**	N40085
Inspect By DoDAAC	N45808
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A

Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N45808
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s) Accept By	N45808

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Inspector:Robert Baggettrobert.t.baggett@navy.milAcceptor:Laura Pilandlaura.piland@navy.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section 00800 - Special Contract Requirements

#### STATEMENT OF WORK

# 8 (a) IDIQ CONTRACT FOR DB/DBB CONSTRUCTION PROJECTS AT NORFOLK NAVAL SHIPYARD (NNSY), PORTSMOUTH, VA AOR

This task order is issued to accept the contractor's proposal dated 31 August 2019 in support of Repairs to Health Evaluation Lifestyle Management (HELM) Clinic, Naval Medical Center Portsmouth, Bldg.3, Portsmouth, VA. The contractor shall provide all necessary labor, material, equipment, supervision in accordance with the specifications provided in the basic award at Norfolk Naval Shipyard and the attached below statement of work.

## Statement of Work

- **2.1 Project Description and Purpose** The intent of this project is to repair and renew the HELM Clinic. The project work includes demolition, installation and repairs to walls, floors, ceilings, electrical, lighting, fire protection systems (sprinkler and audio visual alarms), data and communication lines, heating ventilation and air conditioning (HVAC), HVAC controls, and plumbing systems. Painting throughout the project area is also included. The contractor shall install a temporary barrier to separate the construction zones from the other contiguous clinical and administrative spaces. The Contractor shall provide all labor, materials, and equipment necessary to safely complete the repair and renewal. The work is intended to improve the environment of care, provide compliance with regulations/standards, and meet the safety requirements of current health standards. The Base Bid consists of all work in the project plans except ceiling tile replacement (OPTION 1) and replacement of fluorescent fixtures with LEDs (OPTION 2)
- **2.1.1 LEED Requirements.** All projects shall comply with the requirements of UFC 1-200-02 High Performance and Sustainable Building Requirements. .
- **2.2 Existing Conditions.** The following is provided for informational purposes only. It is the Contractor's responsibility to verify existing conditions prior to proceeding with the work plans.

When reviewing existing conditions and during the course of project execution keep in mind that the primary structure, support walls and floor are intended to remain intact unless replacement is deemed necessary. Failed and failing systems shall be identified as encountered and the FEAD Construction Manager (CM) shall be notified for consideration of replacement with modern engineering systems. Failed and failing finishes are planned to be replaced with new architectural finishes throughout the project area any finishes encountered which are deemed deficient shall immediately be made known to the CM for consideration for replacement.

## 2.2.1 General.

Building 3 was constructed in 1961, and it encompasses 497,500 square feet in 18 stories, 15 of which are occupied. It is located at the Naval Medical Center, Portsmouth in Virginia on the compound of NSA Hampton Roads, Portsmouth Annex. The HELM clinic currently is collocated with the Infectious Disease clinic on the 1<sup>st</sup> floor.

The area to be renovated is approximately 4,200 SF. Occupancy classification is Business.

- **2.2.2 Architectural.** The building was completely renovated in 2003. Finishes throughout the project area will be refreshed. OPTION 1 provides for new tegular ceiling tiles.
- **2.2.3 Structural** There is no structural work in the project scope.
- **2.2.4 Electrical.** Minor electrical modifications, additional outlets, are planned under this project, see drawings for details. OPTION 2 provides for replacement of the existing fluorescent lighting with LEDs.

#### 2.2.5 Mechanical

- **2.2.5.1 Heating, Ventilation and Air Conditioning (HVAC).** Minor ductwork and supply register changes are provided for under the project. Exhaust duct modification is also addressed. The existing VAV units within the space will remain. The above ceiling plenum is used as the return air system.
- **2.2.5.2 Controls.** The Building Automation System (BAS) is provided by Johnson Controls METASYS. There are no changes to the BAS planned under this project.
- **2.2.5.3 Plumbing.** Extension of the existing potable water supply and sanitary systems is called for under this project.
- **2.2.5.4 Fire Protection/Fire Alarm.** One additional sprinkler head is required to be installed within the project area.
- **2.2.6** Communications. The project area is currently served by a building wide notification system which will remain in place. Additional telephone and data drops are called for in the project scope.
- **2.2.7 Signage.** Interior signage is included in the project scope, see drawings for details.
- **2.2.8 Medical Gases.** There are no medical gases in the project area.
- **2.2.9 Exterior Work.** Painting of two (2) exterior doors are in the project.
- 2.3 Description of work to be considered during task order execution includes, but is not limited to the following:

#### 2.3.1 General.

The Naval Medical Center, Portsmouth is the acute care facility for active duty, retirees, and their dependents in the southeast Virginia region. The mission of the Naval Medical Center, Portsmouth is to provide force health protection through quality healthcare for our beneficiaries, education and training for our staff. Building 3 serves as the military treatment facility providing out-patient services for beneficiaries receiving care at the medical center.

## 2.3.2 Architectural.

- **2.3.2.1 General.** New partitions shall be 5/8" type X gypsum board supported on 20 gauge steel studs, 16" on the center (This is a minimum requirement) and/or per UL requirements. Demolition of existing partitions and floor surfaces will not involve lead-based paint and asbestos abatement. All floor areas shall be made level in accordance with existing guidelines for renovated space. New doors shall be solid wood, pre-hung on metal frames, rated as required unless noted otherwise on the drawings. All architectural work shall comply with the latest codes, criteria and standards.
- **2.3.2.2 Interior Finishes.** The Contractor shall provide finishes in accordance with finish schedule indicated on the drawings. The Contractor shall provide submittals of material in accordance with the contract requirements. All finish materials and colors are to be coordinated with the existing Medical Center standards.
- **2.3.2.3 Fire Extinguisher.** The Contractor shall furnish and install fire extinguishers and cabinets in accordance with NFPA codes and standards within the project area. During construction the contractor is responsible to provide their own extinguisher(s) to provide coverage as required and a tag on each which provides evidence of monthly inspections.
- **2.3.2.4 Signage.** The Contractor will furnish and install signage to include directions, and department and room identifications. Interior signage must comply with all ABA and NFPA requirements. All signage must be coordinated with Facility Manager. Some signage will be relocated to new locations, see drawings for details.

**2.3.3 Electrical.** The Contractor shall provide electrical in the project area to include all wiring, conduit, outlets, switches, emergency lighting, lights, breakers and feed connection, as indicated on the drawings. Electrical shall be in compliance with latest required codes and standards. Each panel specified shall provide 20% spare capacity. All electrical work shall comply with the latest codes, criteria and standards.

## 2.3.4 Mechanical.

- **2.3.4.1 HVAC.** HVAC work will be continuous with the existing system where applicable.
- 2.3.4.1.1 Testing, Adjusting and Balancing. Test and balance air within the project area using a firm certified for testing and balancing by the Associated Air Balance council (AABC), National Environmental Balancing Bureau (NEBB) or the Testing, Adjusting, and Balancing Bureau (TABB). The Contractor shall hire an independent third party TAB contractor directly, not through a subcontractor. Perform TAB in accordance with the requirements of the standard under which the TAB Firm's qualifications are approved, i.e., AABC MN-1, NEBB TABES, or SMACNA HVACTAB unless otherwise specified herein. All recommendations and suggested practices contained in the TAB Standard shall be considered mandatory. Use the provisions of the TAB Standard, including checklists, report forms, etc., as nearly as practicable to satisfy the Contract requirements. Use the TAB Standard for all aspects of TAB, including qualifications for the TAB Firm and Specialist and calibration of TAB instruments. Where the instrument manufacturer calibration recommendations are more stringent than those listed in the TAB Standard, adhere to the manufacturer's recommendations. All quality assurance provisions of the TAB Standard such as performance guarantees shall be part of this contract. For systems or system components not covered in the TAB Standard, the TAB Specialist shall develop TAB procedures. Where new procedures, requirements, etc., applicable to the Contract requirements have been published or adopted by the body responsible for the TAB Standard used (AABC, NEBB, or TABB), the requirements and recommendations contained in these procedures and requirements are mandatory.
- **2.3.4.1.2** Commissioning. Commissioning is not required under this contract.
- **2.3.4.2 Plumbing.** All plumbing fixtures shall be furnished and specified as in Project drawings. The existing plumbing fixtures shall remain in locations where not required to demolish as delineated in the drawings. The existing water piping system shall remain and new service shall be supplied to new required fixtures. All plumbing shall be installed in accordance with the latest codes and standards.
- **2.3.4.3 Fire Protection.** Contractor shall install necessary items to comply with latest codes and standards.
- **2.3.4.4 Medical Gas.** There is no medical requirements within the project area.
- 2.3.4.5 Elevator. N/A
- **2.3.5.1 Voice/data lines.** Contractor shall install new fiber (data) and copper (voice) receptacles, drops, and cables required to support new layout as shown on the plans.
- **2.3.6.2 Nurse call.** N/A
- 2.3.6.3 Public Address System. The existing system will be re-utilized
- **2.3.6.4** CATV. See plans for installation locations.
- **2.3.7** Construction Project Signs. Contractor is to provide a project signs to notify non-construction personnel from entering the project area.
- **2.4 Coordination with Facility:** The Contractor shall coordinate all proposed repair/replacement activities with the facility manager prior to beginning repair actions to minimize interruption to normal hospital operations. All work in conjunction with this task order will provide a complete and functional facility.

- **2.5 Project Superintendent:** The Prime Contractor shall provide a Superintendent on the project site to be on site during all construction activity.
- **2.6 Technical Criteria and References:** All UFC and NFPA documents shall be the latest edition at the time that the Task Order was awarded. The UFC's referenced in the base contract is not all inclusive. The UFC's can be located at the Whole Building Design website located at http://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc.
- 2.7 Liquidated Damages. Liquidated damages will be assessed for this task order in accordance with the basic contract. The contractor shall pay liquidated damages to the government if the work is not completed by the date specified as submitted in the contractor's proposal. Liquidated damages will be charged at a rate of \$200.00 per calendar day of contractor delay until the work is accepted.
- **3.1 Medical Repair/Renewal (MRR) Action:** The Contractor shall perform repairs in accordance with the approved work plan and Division 01 Specifications of the basic contract.
- **3.2 Pre-Construction Conference:** A pre-construction meeting will be held prior to start of construction. This will be scheduled in coordination with the contracting officer or their designated representative.
- 3.7 Construction Submittals. All submittals are to be reviewed by the DOR, NAVMEDCEN BOMI, for approval. This is inclusive of any Shop Drawings, Product Data, Samples, Test Reports, Certificates, Manufacturer's Instructions, Manufacturer's Field Reports, Operation and Maintenance Data and Closeout Submittals.
  3.8 System/Equipment Testing. The Contractor shall perform system and major building systems testing including but not limited to HVAC. Testing plans shall be submitted 20 days prior to the planned performance of the test. Submission of the plans and the performance of the testing shall be line items on the project schedule. Final work acceptance will not be issued until all system/equipment testing has been completed and accepted by the government.
- **3.9 Invoices.** The Contractor shall prepare invoices in accordance with Section 01 30 00, and obtain signature acceptance of invoices (payment estimate) during the repair/renewal phase of this project by the COR prior to payment. The updated schedule shall be an attachment to any payment estimate.

## 3.10 As-Built/In-Progress Drawings & As-Built/Final Drawings:

The Contractor shall prepare a set of Final Record Drawings/As-Built Conditions for the project via marked up construction drawings.

Contract Officer's Representative (COR): Robert Baggett, PWD Portsmouth FEAD Construction Manager (757-953-5256/robert.t.baggett@navy.mil) has been appointed by the Contracting Officer as the authorized representative of the Contracting Officer for this task order. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

Engineering Technician (ET): Brian Harrington, Office (757) 396-8966,brian.d.harrington@navy.mil Contract Specialist (CS): Barbara Williamson-Garris, Office (757) 396-4647, barbara.williamson-g@navy.mil

## **WAGE DETERMINATION**

General Decision Number: VA20190161 04/05/2019

Superseded General Decision Number: VA20180172

State: Virginia

Construction Type: Building

County: Portsmouth\* County in Virginia.

#### \* INDEPENDENT CITY OF PORTSMOUTH

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019
2	04/05/2019

\* ASBE0024-006 10/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR - MECHANICAL (Duct,
Pipe & Mechanical System
Insulation).....\$ 35.13

16.22+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BOIL0045-003 01/01/2017		
	Rates	Fringes
BOILERMAKER	\$ 32.72	25.26
BRVA0008-001 02/01/2018		
	Rates	Fringes
BRICKLAYER	\$ 20.59	8.13
ELEC0080-010 06/01/2018		
	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation)	\$ 27.94	12.56%+6.95+a
a. Workmen shall take off 1 h of the employer, on State and Tuesday following the first M they are qualified and vote.	d National Ele	ection days;
ELEV0052-005 01/01/2019		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 41.34	33.705+a+b
a. PAID HOLIDAYS: New Year's Day, Labor Day, Veterans' Day after Thanksgiving Day and Ch	, Thanksgivii	
b. VACATIONS: 6% men under 5 rate and 8% men over 5 years for all hours worked.	_	
ENGI0147-019 11/01/2013		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes 90 tons & over capacity; Tower & Climbing Cranes with Controls 100 ft. above ground		8.69%+8.15
Cranes under 90 tons		8.69%+8.15
IRON0079-012 05/01/2017		

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL	.\$ 25.50	14.80
IRON0079-013 05/01/2017		
	Rates	Fringes
IRONWORKER, RIGGER		14.80
PLUM0110-008 11/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations) PLUMBER	.\$ 28.57	16.73 16.73
SUVA2013-045 01/11/2016		
	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, and Form Work	.\$ 17.00	0.00
CAULKER	.\$ 18.49	1.33
CEMENT MASON/CONCRETE FINISHER	.\$ 17.48	0.00
GLAZIER	.\$ 19.36	4.68
IRONWORKER, REINFORCING	.\$ 27.18	4.13
LABORER: Mason Tender - Brick	.\$ 13.48	3.27
LABORER: Mason Tender - Cement/Concrete	.\$ 12.96	3.12
LABORER: Common or General, Including Demolition and Pipelaying	.\$ 12.06	2.49
OPERATOR: Backhoe/Excavator/Trackhoe	.\$ 20.69	1.35
OPERATOR: Bobcat/Skid Steer/Skid Loader	.\$ 18.95	4.03
OPERATOR: Bulldozer	.\$ 18.07	3.50
OPERATOR: Forklift	.\$ 19.40	7.00

OPERATOR: Loader\$	21.28	3.17
OPERATOR: Roller\$	16.25	4.88
PAINTER (Brush and Roller)\$	16.87	0.00
PAINTER: Spray\$	18.10	5.43
ROOFER\$	18.40	2.31
SHEET METAL WORKER, Includes HVAC Duct Installation\$	19.24	2.80
SPRINKLER FITTER (Fire Sprinklers)\$	18.91	4.67
TILE FINISHER\$	23.40	0.00
TILE SETTER\$	27.80	10.25
TRUCK DRIVER: Dump Truck\$		0.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## ACCOUNTING AND APPROPRIATION DATA

AA: 9790130 1882 254 68908 0 068688 2D CFM049

COST CODE: 001839715I3Q AMOUNT: \$419,843.00